



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

November 13, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 November 13, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

MUTUAL AID AGREEMENT BETWEEN THE UNITED STATES AIR FORCE PLANT 42 AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (5TH DISTRICT) (3 VOTES)

SUBJECT

Approve the attached Mutual Aid Agreement between the Consolidated Fire Protection District of Los Angeles County (Fire District) and the United States Air Force Plant 42 (Air Force) to continue to provide a reciprocal exchange of services in the Palmdale area. This Mutual Aid Agreement would replace an existing 1998 Agreement with the Air Force and remain in effect until terminated by either party.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Approve and instruct the Chairman to sign the attached Agreement for Mutual Aid for Fire Protection between the Air Force and the Fire District to provide reciprocal exchange of services to be effective the day of Board approval and remain in effect until terminated by either party.
2. Delegate the authority to the Fire Chief of the Fire District to amend the Mutual Aid Agreement, as needed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Mutual Aid Agreement will replace the existing Mutual Aid Agreement between the Air Force and the Fire District approved by your Board on January 13, 1998 (No. 71208). This Mutual Aid

Agreement supplements a federal directive (Defense Directive 3025.18) that allows the Air Force to respond anywhere within the Fire District for 72 hours if necessary to save lives, prevent human suffering and mitigate great property damage.

Mutual aid agreements allow a sharing of resources that reciprocally benefit the jurisdictions of participating agencies, providing aid at no additional cost to either party. The subject Mutual Aid Agreement authorizes the continued assistance of the Air Force and the Fire District in the City of Palmdale:

- The Air Force will respond within 15 miles from the military aerospace facility known as Plant 42 to calls involving fire, hazardous materials and traffic accidents, as well as assign a safety officer for all its incidents. The Chief of Plant 42's fire department will remain in full command of any crash scene involving any military aircraft, with the Fire District providing essential assistance at such incidents.
- The Fire District will respond to incidents at Plant 42 as requested by the Air Force. The Air Force will reimburse the Fire District for extraordinary direct expenses and losses that are additional to the normal operating costs incurred while responding to Plant 42.

Implementation of Strategic Plan Goals

Approval of the Mutual Aid Agreement with the Air Force is consistent with Los Angeles County Strategic Plan Goal Number 1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services; and, Goal Number 5, Public Safety, to ensure that the committed efforts of the public safety partners continue to maintain and improve the safety and security of the people of Los Angeles County.

FISCAL IMPACT/FINANCING

Services are provided on a reciprocal basis; neither party would be entitled to compensation of normal operational costs incurred for services rendered under this Mutual Aid Agreement. However, the Fire District may claim reimbursement for the direct expenses and losses that are additional firefighting or hazardous materials incident costs above the normal operating cost incurred while fighting a fire or hazardous materials incident response under this Agreement.

There is no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement will supersede the previous Agreement No. 71208 approved by your Board on January 13, 1998 and will be effective the day of Board approval and would remain in effect until terminated by either party. County Counsel has approved the Mutual Aid Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

This Agreement is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA Guidelines because it can be seen with certainty that this activity will not have a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Mutual Aid Agreement continues an existing 1998 arrangement with the Air Force to provide reciprocal assistance at Air Force Plant 42 and the surrounding area. As intended with mutual aid agreements, it continues to authorize the Fire District and the Air Force to work together to assist each other in providing sufficient resources that can quickly and adequately respond to emergency incidents in the Palmdale area.

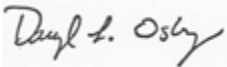
CONCLUSION

Upon approval by your Board, please instruct the Executive Officer of the Board to return one (1) executed original Agreement and two (2) copies of the adopted Board letter to the:

Consolidated Fire Protection District of Los Angeles County
1320 N. Eastern Avenue
Los Angeles, CA 90063
Attention: Debbie Aguirre, Division Chief, Planning Division

The Fire District will forward one (1) executed original Agreement to the Air Force for their records.

Respectfully submitted,



DARYL L. OSBY
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer
County Counsel

**MUTUAL AID AGREEMENT
FOR
FIRE PROTECTION AND HAZARDOUS MATERIALS INCIDENT
RESPONSES**

BETWEEN

**THE UNITED STATES AIR FORCE PLANT 42
AND
THE CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY**

This agreement, entered into this 13th day of November 2012 between the Secretary of the Air Force (represented by HQ Air Force Life Cycle Management Center Operating Location Air Force Plant 42 (AFLCMC), hereafter referred to as Air Force Plant 42 (AFP 42), acting pursuant to the authority of 42 U.S.C. 1856(a) and the Consolidated Fire Protection District (CFPD) of Los Angeles County hereafter referred to as CFPD, securing to each the benefits of mutual aid in fire prevention, hazardous materials and traffic incident response, in the protection of life and property from fire, hazardous materials incident, traffic incident, and in fire fighting. It is agreed that:

a. On request to a representative of the AFP 42 Fire Department (AFP 42 FD) by a representative of the CFPD, fire fighting/rescue equipment or hazardous materials incident response and personnel (including fire department Emergency Management Teams (EMTs)) of AFP 42 FD will be dispatched to any point within the area for which the CFPD normally provides fire protection, hazardous materials or traffic incident response as designated by the representative of the CFPD, subject to available resources. All requests by CFPD for support from AFP 42 FD under this agreement shall be limited to 15 miles from AFP 42 (15 mile limit). Any and all requests by CFPD for support beyond the 15 mile limit shall be designated as Immediate Response, provided by the AFP 42 Commander/Director under authority of Department of Defense Directive 3025.18, which is necessary to save lives, prevent human suffering and mitigate great property damage, and which is limited to 72 hours from the time that support was requested by CFPD; examples of Immediate Response support include rescue, evacuation, emergency medical treatment, hazmat and firefighting. Such Immediate Response shall end when the necessity giving rise to the response is no longer present, when there are sufficient resources available and responding from state, local, and other federal agencies to adequately support the CFPD, or when the 72 hour time limit has been reached, whichever occurs first. Any requests for support not covered under this agreement, or in excess of Immediate Response authority, must be made through the National Response Framework as activated by a Presidential Declaration of Emergency.

b. On request to a representative of the CFPD by a representative of the AFP 42 FD, fire fighting/rescue equipment or hazardous materials incident response and personnel (including EMTs/Paramedics) of the CFPD will be dispatched to any point within the area for which the

AFP 42 FD normally provides fire protection, hazardous materials or traffic incident response as designated by the representative of the AFP 42 FD.

c. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(1) Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested, radio frequency/channel to communicate with the requestor, and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization.

(2) The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and shall be subject to the orders of that official. The requesting organization shall ensure a Safety Officer is assigned to the incident and identify the officer to the responding organization.

(3) A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when responding organization is needed within the area for which it normally provides fire protection.

(4) The CFPD authorizes the AFP 42 FD to act as first responders to aircraft or fuel incidents on the property adjacent to AFP 42 (specifically that which is leased from Los Angeles World Airports (City of Los Angeles) and/or City of Palmdale to the National Aeronautics and Space Administration (NASA) at Site 9, and that private property owned by Lockheed Martin (LM Aero) Palmdale Complex Plant 10) which involve U.S. Government assets. The AFP 42 FD shall notify the CFPD dispatch center of any such response and vice-versa. Response to Structural fire calls will remain the joint responsibility of Site 9 occupants, Lockheed Martin (LM Aero, Plant 10, and the CFPD). The AFP 42 FD will respond to structural calls as prescribed elsewhere in this agreement but will function in a support role.

(5) The CFPD authorizes the AFP 42 FD to act as first responders to traffic incidents on the property bordering AFP 42 specifically on Avenue M adjacent to Entry Control Points (ECPs) 81, 82, 83, and 84 (Gates 1, 2, 3, and 4); and on Avenue P adjacent to ECP 85 and 87 (Gates 5 and 7). The AFP 42 FD shall notify the CFPD dispatch of any such response and vice-versa. Upon arrival of CFPD, the AFP 42 FD will function in a support role.

(6) In the event of a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which CFPD normally provides fire protection, the Chief of the AFP 42 FD or his or her representative may assume full command on his arrival at the scene of the crash as the situation may dictate due to National Security requirements. If the situation does not require assumption of full command by the Chief of the AFP 42 FD, then a Unified Command shall be established between CFPD and AFP 42 FD, subject to the understanding that all AFP 42 FD personnel must at all times remain under the command and control of the Chief of AFP 42 FD.

(7) If local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for AFP 42 FD to observe Air Force operations.

d. The CFPD may claim reimbursement for the direct expenses and losses that are additional fire fighting or hazardous materials incident costs above the normal operating cost incurred while fighting a fire or hazardous materials incident response under this agreement as provided in 44 Code of Federal Regulation, Part 151, Reimbursement for Costs of Fire Fighting on Federal Property.

e. Both parties agree to implement the National Incident Management System (NIMS) during all emergency responses on and off installations in accordance with National Fire Protection Agency 1561.

f. Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement. This provision does not waive any right of reimbursement pursuant to paragraph "d" above.

g. All equipment used by the CFPD in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for the CFPD under this agreement will, at the time of such action, be an employee or volunteer member of the CFPD.

h. The support by AFP 42 FD shall be in accordance with, and limited by, Air Force Instruction (AFI) 32-2001, Fire Emergency Services Program, and AFI 10-802, Military Support to Civil Authorities.

i. This agreement may be amended by mutual agreement of the Fire Chief of the CFPD of Los Angeles County and the Commander/Director of AFP 42. Either party may terminate this agreement by providing thirty (30) days written notice to the other party.

SUMMARY OF REVISIONS:


All requests by CFPD for support from AFP 42 FD shall be limited to 15 miles from AFP 42. Any and all requests by CFPD for support beyond the 15 miles limit shall be designated as Immediate Response and is limited to 72 hours from the time that support was requested by CFPD. Adds the requirement for a Safety Officer as a fire department function; Name change for Los Angeles City Department of Airports to Los Angeles World Airports (City of Los Angeles) and/or City of Palmdale; Name change for Det 1Aeronautical System Center to HQ Air Force Life Cycle Management Center Operating Location Air Force Plant 42; Boeing North America Aircraft, Site 9 to NASA Site 9; and Lockheed Aeronautical Systems Company known as Lockheed Palmdale Complex Plant 10 to Lockheed Martin (LM Aero) Plant 10. Adds the requirement to use NIMS during responses and to assign a safety officer for all incidents. Adds the authority for the Fire Chief of the CFPD and the Commander/Director of AFP 42 to amend the agreement upon mutual agreement and to terminate the agreement by giving thirty (30) days written notice to the other party.

SUPERSEDES: Mutual Aid Agreement, 13 January 1998.

Consolidated Fire Protection
District of Los Angeles County



Chairman, Board of Supervisors

For the Secretary of the Air Force:


GENE F. CUMMINS, Lt Col, USAF
Director, Air Force Plant 42
HQ AFLMC Operating Location,
Acquisition Environmental & Industrial
Facilities Division, Agile Combat Support
Directorate, Palmdale, California

Attest:
Sachi A. Hamai, Executive Officer
Clerk of the Board of Supervisors


Deputy


ALEX I. BRISKIN, P.E., GS-15, DAF
Chief, Acquisition Environmental
and Industrial Facilities Division
Agile Combat Support Directorate


Approved as to form:
John Krattli
County Counsel


Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors


Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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NOV 13 2012


SACHI A. HAMAI
EXECUTIVE OFFICER

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